NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE v.5

THIS LEASE AGREEMENT is made this

Ø

ee Porter

such part of the leased premises

PAID UP OIL AND GAS LEASE

(No Surface Use)

not joined

30

herein

married person

September

Spouse

2009 by and between

whose addresss is _ and, <u>DALE PROPER</u> hereinabove named a	400a 0	L. 1.L I	TE A I										
hereinabove named a	OTUT NO	NWICE LO	אעה ייי עו	ע או	しんちこう	EXAXS	1	5225				as	e lessor
hereinabove named a	TY SERVICES.	, L.L.C., 2100	Ross Aven	ue, Suite 18	70 Dallas	Texas 752	01, a	s Lessee. All pi	inted portion	ons of this k	ease were pre	pared by	the party
	is Lessee, but a	all other provisi	ions (includir	ng the compl	etion of bla	nk spaces) v	were	prepared jointly	by Lessor a	and Lessee	:		
 In considerate described land, herein 	alion of a cash rafter called lea	i donus in nar	ng paig ang	tne covenai	nts nerein	contained, I	Lesso	or hereby grants	s, leases a	nd lets exc	lusively to Les	see the	following
acconoca iana, neren	and dance lea	iaca premiaea.											
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.143 ACR	ES OF LAN	D, MORE	OR LESS.	BEING I	OT(S)		- 1				BLOCK	1d	5
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INTACH TIME	1W (-3		<u>'</u>	ING KAIN	LCOOM	11, 1EA	45,	ACCORDING	3 10 IH	AI CER	TAIN PLAT	RECO	OKDED
IN VOLUME	כע	, PA	NGE	104	'	OF THE F	PLA	T RECORDS	OF IA	RRANTC	OUNTY, T	EXAS.	
in the County of Tor	rant accert	TEVAO	1	42				_ :					
in the County of Tari				٠,	_ gross acr	es, more or	less	(including any ir	iterests the	rein which i	Lessor may he	reafter a	acquire by
reversion, prescription	n or otnerwise)	, for the purpo	ose of explo	ring for, dev	eloping, pr	oducing and	d ma	rketing oil and o	jas, along	with all hyd	frocarbon and	non hyd	drocarbon
substances produced commercial gases, as	i iii associatioi s well se budro:	rathon daese	nciuaing ged	pnysical/sei	smic opera	tions). Ine	e ten	m "gas" as use	a nerein ii	ncludes he	lium, carbon o	lioxide a	and other
land now or hereafter	owned by Les	sor which are	CONTIQUOUS	or adiacent t	n the show	l leaseu pre	عودانه	s, uns lease als ed premiese an	d in consid	teration of t	io any sman s	trips or j	parceis of
Lessor agrees to exec	cute at Lessee's	s request any a	additional or	supplement	al instrumer	its for a mor	re coi	molete or accurs	u, ili corisic ite descrint	ion of the la	nd so covered	For the	e numose
of determining the am	ount of any shu	t-in royalties	nereunder, th	e number of	gross acre	s above spe	ecified	shall be deeme	ed correct.	whether act	ually more or le	. 101 un	o purpose
·					g. 000 au.o	- aboro opo		-	Ja 001100t,	-	dany more or n		
2. This lease, w	vhich is a "paid-	-up" lease requ	uirina no ren	tals shall he	in force fo	a nrimary f	term	of Five	,	5)ve	ars from the da	te here	of and for
as long thereafter as o	oil or gas or oth	er substances	covered he	rehv are pro	duced in na	vina auantit	lies fr	om the leased n	remises or	from lands	nooled therew	ith or thi	ie lagea ie
Otherwise maintained	in effect nursus	ant to the provi	ieione harant	Ŧ.									
Royalties on separated at Lessee's Lessor at the wellhead	oil, gas and ot	ther substance	es produced	and saved h	exeunder s	hall be paid	i bv l	.essee.to Lesso	r as follows	: (a) For o	il and other lic	uid hydi	rocarbons
separated at Lessee's	s separator fac	cilities, the roy	alty shall be	one-	fourth			(\/4) of s	uch produc	tion, to be	delivered at L	essee's	option to
Lessor at the wellhead	d or to Lessor's	s credit at the	oil purchase	r's transporta	ation facilitie	es, provided	that	Lessee shall ha	ve the con	tinuing right	to purchase s	uch pro	duction at
the wellnead market p	price then prev	alling in the s	ame field (oi	r if there is r	no such bri	ce then pre	vailin	a in the same fi	ield, then ir	the neare	st field in whic	h there	is such a
prevailing price) for	production of s	similar grade	and gravity;	(b) for gas	(including	casing he	ad g	as) and all oth	er substan	ces covere	d hereby, the	royalty	shall be
OHE - POIL	•	$ \cup$ \cup 1) or the pro	oceeds realiz	zed by Less	ee from the	e sale	thereof, less a	proportiona	te part of a	d valorem taxe	s and p	roduction,
severance, or other ex	xcise taxes and	the costs inci	urred by Les	isee in delive	enng, proce	ssing or oth	erwis	se marketing suc	ch gas or of	ther substai	nces, provided	that Les	ssee shall
have the continuing rig then prevailing in the	same field the	n in the nears	or field in w	evalling welli hich there ie	euch a pre	i price paid	ior b	reught to compa	ılar quality i	n ine same	neia (or ir trier	e is no s	such price
nearest preceding date	e as the date o	n which I esse	e commence	e ite nurcha	sucii a pie	der and (c)	if at:	the end of the or	imanı tem	or any time	thereafter one	O OH HIE	e welle on
the leased premises of	or lands pooled	therewith are	canable of e	ither produci	aes nereun	uer, and (c) is or other s	uhst	ances covered h	erehv in na	vina auanti	ties or such w	ells are u	vaiting on
hydraulic fracture stim	ulation, but suc	ch well or wells	s are either s	hut-in or pro	duction the	re from is no	ot bei	na sold by Less	ee. such w	ell or wells	shali neverthel	ess be d	ieemed to
be producing in paying	g quantities for	the purpose o	of maintaining	this lease.	If for a peri	od of 90 cor	nseci	utive days such	well or well	s are shut-i	n or production	there fr	rom is not
being sold by Lessee,	, then Lessee s	shall pay shut-i	in royalty of	one dollar pe	er acre ther	covered by	, thic	lease, such pay	ment to be	made to Le	essor or to Les		
depository designated	l beiow on or b	ofore the end					y una					301 5 UI	edit in the
		belote the end	of said 90-d	ay period an	d thereafte	r on or befo	re ea	ch anniversary	of the end o	of said 90-d	av period while	the we	Il or wells
are shut-in or product	tion there from	is not being a	sold by Less	ee; provided	d thereafte I that if this	r on or befo lease is of	re ea	ch anniversary of rise being maint	of the end of ained by o	of said 90-d perations, o	ay period while or if production	the we	ell or wells g sold by
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prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests. 7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in

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8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers is interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferred in release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder in eless of the area covered by this lease the held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided intere

If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royallies shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any (jas, water and/or other substances produced on the leased premises store, treat and/or transport production. Lessee may use in such operations, free of cost, any large of cost, and and/or transport production. Lessee the exploring, developing, producing or marketing from the leased premises or lands pooled threewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease, and (b) to any other lands used by tessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands durited lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or such other lands durited lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or such other lands durited lands. No well shall be l

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

other benefit. Such subsurface well bore easements shall run with the land and survive any termination or trils lease.

15. Lease of hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees to the lessee is at Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalities or shut-in royalities otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalities and shut-in royalities hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Mobilities and property of the lesseet premises for drilling or other than the contract in this lessee.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which I seems has a remark appendix with any other lessors/foil and das owners. counterparts, each of which is deemed an original and all of which only constitute one original.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

Lee Porter	Ву:
STATE OF Textus COUNTY OF Tourish This instrument was acknowledged before me on the 30 by: Lee Porter, to Tourish person ween not JULIO MUNOZ LOPEZ Notary Public, State of Texas My Commission Expires January 29, 2012	day of September, 2009, joined by Sporce. Notary Public, State of Notary's commission/expires:
STATE OF COUNTY OF This instrument was acknowledged before me on the by:	day of, 2009,, 2009,

Notary's name (printed):

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES LLC 2100 ROSS AVE STE 1870 LB-9 DALLAS, TX 75201

Submitter:

DALE RESOURCES LLC

<u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>

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Filed For Registration:

10/6/2009 1:01 PM

Instrument #:

D209265862

LSE

PGS

\$20.00

By: Degan Henless

D209265862

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD